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August 11, 2015

Via Electronic Mail

Ms. I-Jung Chaing
Office of Regional Counsel (6RC-S)
United States Environmental Protection Agency
Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

Re: SBA Shipyard Superfund Site, Jennings, Jefferson Davis Parish,
Louisiana; CERCLIS #: LAD008434185; Information Request Pursuant to
CERCLA Section 104(e), 42 U.S.C. § 9604(e), Information Request

Dear Ms. Chaing:

A May 15, 2015 information request regarding the referenced SBA Shipyard superfund site in Jefferson Davis Parish, Louisiana (the "SBA Superfund Site") was directed to Leevac Petroleum LLC. To the best of our knowledge that entity was not involved with the SBA Shipyard Site. Leevac Petroleum LLC owned and operated bulk fuel docks in Morgan City, Amelia, and Cameron, Louisiana, and was sold to Tesoro Petroleum years ago.

A related corporate entity, Leevac Marine, LLC ("Leevac Marine") was at one time identified as a potentially responsible party in connection with the barge cleaning operation at the SBA Shipyard Site many years ago. Between 2001 and 2005, Leevac Marine and other entities joined to form SSIC Remediation LLC, which completed an Interim Measures/Removal Action at that site. Leevac Marine later became HV Marine Services Inc., which became Hornbeck Leevac Services Inc. and finally Hornbeck Offshore Services, Inc.

Enclosure number 3 to your May 15 letter also mentions two other entities: Leevac Shipyards, Inc., n/k/a Bunge Street Properties, LLC and Leevac Industries, LLC n/k/a Leevac Shipyards, Jennings, LLC. In 1993, Leevac Shipyards, Inc. entered a lease purchase agreement with Louis Smailhall and Suzanne Smailhall for property ("Lots 1 and 2") adjacent to the property used for cleaning barges at the SBA Shipyard Site, and, in 1999, Leevac Industries, LLC acquired title to Lots 1 and 2. I transmit a copy of the 1993 lease purchase agreement and the 1999 sale and mortgage.

August 11, 2015

Page 2

I tried to reach you by phone yesterday and today but understand that you are out of the office all week. The current managing member and president of Leevac Shipyards, Inc. and Leevac Industries, LLC, is Christian Vaccari, who resides at 217 North Columbia Street, Covington, Louisiana 70433. Mr. Vaccari and I request an opportunity to visit with you at your convenience in order to provide background and details of the involvement of Leevac Shipyards, Inc. and Leevac Industries, LLC in Lots 1 and 2. I look forward to hearing from you.

Sincerely,

McGlinchey Stafford, PLLC

A handwritten signature in black ink, appearing to be 'R. Curry', written over the printed name.

Richard A. Curry

RAC/plc

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UNITED STATES OF AMERICA
STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

COMMERCIAL LEASE

BE IT KNOWN AND REMEMBERED that on the date hereafter shown and before the undersigned authority and in the presence of the undersigned good and competent witnesses,

PERSONALLY CAME AND APPEARED:

S.B.A. Shipyard, Inc., a corporation organized under the laws of Louisiana, appearing herein through Louis Smailhall; its duly authorized president, acting pursuant to corporate resolutions, an extract of which is attached hereto as Exhibit "A", whose Tax Identification Number is 720602084, whose present mailing address is 4996 Castex Landing, Jennings, Louisiana 70546, hereinafter called "LESSOR"; and

LEEAC Shipyards, Inc., a corporation organized under the laws of Louisiana, appearing herein through W. F. Stokes; its duly authorized President, acting pursuant to corporate resolutions, an extract of which is attached hereto as Exhibit "B", whose Tax Identification Number is 72-1086043, whose present mailing address is P.O. Box 1190, Jennings, Louisiana 70546, hereinafter called "LESSEE";

who have mutually covenanted and agreed as follows:

1. LEASE: LESSOR hereby leases to LESSEE to occupy and use the following described property in the Parish of Jefferson Davis (the "leased property"):

See Exhibit "C" for real property description.
See Exhibit "D" for equipment description.

2. TERM: The original term of this lease shall be from December 7, 1993 to December 7, 1994. At the end of the original term or any renewal term of this lease, if LESSEE has given thirty days' written notice prior thereto to LESSOR at the address shown above, LESSEE shall have the option to renew the lease for four additional one year terms at the same rental and under the same terms provided in this lease, provided that LESSEE shall have no right to renew if LESSEE is in default under the terms of this lease.

3. OPTION TO PURCHASE: During the original term or any renewal term of this lease, Lessee shall have the option to purchase the leased property on terms and for a purchase price as follows: Lessee shall give Lessor not less than thirty (30) days written notice of Lessee's intent to purchase the leased property. The purchase price shall be one million seven hundred thousand (\$1,700,000.00) dollars less a credit for all lease payments made by Lessee to Lessor under this lease.

Closing of the act of sale on the leased property shall occur on the next rent payment date which shall be not less than thirty (30) days from the date of Lessee's notice to Lessor of Lessee's intent to purchase the leased property. Taxes shall be prorated to date of sale; and the purchase price shall be paid in cash at closing, unless otherwise agreed to by the parties, before Lessee's notary.

4. RENTAL: As rental for the leased property LESSEE agrees to pay a monthly rental of \$17,000.00 payable in advance on the first day of each month, beginning December 7, 1993. Should LESSEE fail to pay the rent within ten days of the due date, then shall

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also be due a late charge equal to 10% of the rent due for that month. No rent payment shall be considered delinquent and subject to a late charge if it is mailed postage prepaid to the LESSOR's address given above within ten days of the date due.

5. USE: LESSEE is obligated not to use the leased property for any purpose that is unlawful, and the violation of any law by LESSEE shall be a justifiable cause for cancellation of this lease by LESSOR, at LESSOR'S option.

6. WARRANTY: LESSOR warrants that LESSOR is the owner of the leased property and has the right to give LESSEE possession under this lease, and will, so long as this lease remains in effect, warrant and defend LESSEE'S possession against any and all persons.

7. REPAIRS AND MAINTENANCE: LESSOR warrants that the leased property is in good condition. LESSEE agrees to keep the leased property in good condition during the term of the lease at LESSEE's expense and to return them to LESSOR in the same condition at the termination of the lease, normal decay, wear and tear excepted.

Lessee shall be obligated to make all repairs to the leased property at Lessee's sole cost and expense. However, should Lessee determine that a particular item of leased property identified on Exhibit "D" has become so expensive to maintain and/or operate that Lessee no longer desires to use the item, Lessee may return such item of leased property to Lessor and Lessee's obligation to maintain and repair that item shall cease upon delivery to Lessor. The return of an item of leased property by Lessee shall not be a cause for reduction of the monthly rental provided in Paragraph 4 above.

LESSEE agrees not to permit the presence, use, disposal, storage or release of any hazardous substances upon the leased premises during the term of this lease.

8. TAXES AND UTILITY CHARGES: LESSEE agrees to pay punctually all charges for gas, electricity, telephone, water, and cable services, or any other utilities used or consumed at the leased premises during the term of this lease. LESSOR agrees to pay punctually all ad valorem taxes and assessments due on the leased premises during the term of this lease.

9. INDEMNIFICATION: LESSEE shall occupy the leased premises at its own risk and shall indemnify, hold harmless and defend LESSOR against any expense, loss, cost, penalty, damage, claim, action or liability paid, suffered or incurred including attorney's fees as a result of any breach by LESSEE, LESSEE's agent, servants, employees, customers, visitors or licensees of any covenant or condition of this lease, or as a result of LESSEE'S use or occupancy of the leased property or the carelessness, negligence or improper conduct of LESSEE, its agents, servants, employees, customers, visitors or licensees. LESSEE agrees to obtain and maintain liability insurance with \$5,000,000.00 limits, and to have LESSOR named as an additional insured on said policy or policies.

10. ADDITIONS AND ALTERATIONS: Neither LESSOR nor LESSEE shall make any additions or alterations to the leased property without written permission of the other. However, LESSOR or LESSOR'S agents shall have the right to enter the premises for the purposes of inspecting the condition of the leased property.

11. ACCESS: In the event of LESSEE vacating the premises, LESSOR shall be notified in writing where the keys may be had in order that the premises may be inspected or shown to prospective tenants or purchasers as provided below.

12. SURRENDER OF POSSESSION: At the expiration of this lease or at its termination for other causes, LESSEE is to immediately surrender possession by actual delivery of all keys to LESSOR.

13. ABANDONMENT: Should the premises be abandoned by LESSEE or should LESSEE begin to remove personal property to the detriment of LESSOR'S lien, then the rent for the unexpired term, with reasonable attorney's fees, shall immediately become due, and LESSOR, at LESSOR'S option, may cancel the lease or re-enter and let the leased property for such price or on such terms as may be immediately obtainable, and apply the net amount realized to the amount due by LESSEE.

14. DEFAULT: Should the LESSEE fail to pay the rent or any other charges arising under this lease promptly as stipulated; or should voluntary or involuntary bankruptcy proceedings be commenced by or against LESSEE; or should LESSEE make an assignment for benefit of creditors; then, in any of the said events, LESSEE shall be ipso facto in default and LESSOR may demand the rent for the whole unexpired term of the lease, or proceed one or more times for past due installments without prejudicing LESSOR'S rights to proceed later for the rent for the then unexpired term.

15. ATTORNEY'S FEES: If an attorney is employed to protect any right of LESSOR or LESSEE arising under this lease, the party whose fault necessitates such employment shall pay reasonable attorney's fees to the other.

16. SUBLEASE: LESSEE may not sublease or assign this lease.

17. SUPERIOR MORTGAGE: In the event that LESSOR is in default on any obligation secured by a mortgage superior in rank to this lease, LESSEE shall have the right to make payments sufficient to cure the default and/or make the payments due under the mortgage obligation, and to deduct the same from the rent due to LESSOR.

18. ENVIRONMENTAL CONSIDERATIONS: Except as limited below, Lessee agrees to protect, indemnify, defend, reimburse and hold harmless Lessor from and against any and all losses, cost, penalties, fines, liabilities, damages or expenses (including without limitation, reasonable attorney's fees and costs) connected with:

- a) The introduction by Lessee of any hazardous substances as defined in the Comprehensive Environmental Response Liability Act ("CERCLA") ("Hazardous Substances") into or on the Leased Premises; however, Lessor shall remain responsible for, and shall protect, defend and indemnify Lessee for all liability incident to, arising out of, or related in any way to hazardous substances, flowing, migrating, seeping, leaching, or otherwise encroaching onto the Leased Premises from any property owned or controlled by Lessor;
- b) Any violation of any laws by Lessee pertaining to the condition of the Leased Premises to the extent caused by Lessee during the Lease, unless the presence of such Hazardous Substance(s) arises from the action of Lessor and/or third party or parties, known or unknown, occurring outside the Leased Premises and flowing, migrating, seeping, leaching or otherwise encroaching on, under or about the Leased Premises.

The Lessee does not assume or agree to be responsible for and Lessor shall protect, defend, indemnify and hold harmless Lessee, its stockholders, directors, officers, employees, agents, successors and assigns from and against any and all losses, damages, costs, expenses or liabilities (including reasonable attorney's fees and costs) directly or indirectly arising out of or

Governmental Act, law, Ordinance, Rule or Regulation) located on, under or about the Leased Premises prior to and at the time of the commencement of this Lease.

19. LESSOR'S RIGHT-OF-WAY: During the term of this lease, Lessor and Lessor's employees shall have the right to cross the leased premises in order to gain access to Lessor's property located behind the leased premises. Lessor agrees and binds itself to protect, defend and to hold Lessee harmless from and against any and all costs (including reasonable attorney's fees) claims, demands, actions, liabilities, penalties, damages or responsibilities arising out of the use of this right of passage by Lessor or Lessor's employees, agents, customers, visitors or licensees.

20. LESSOR'S USE OF OFFICE: During the primary term of this lease and any extensions thereof, Lessor shall have the right to use two (2) offices in the office building located on the leased premises and the office equipment contained therein. Such right of use shall be at no expense to Lessor. Lessor agrees and binds itself to protect, defend and to hold harmless from and against any and all costs (including reasonable attorney's fees) claims, demands, actions, liabilities, penalties, damages or responsibilities arising out of this right of use by Lessor or Lessor's employees, agents, customers, visitors or licensees.

THUS DONE AND PASSED on December 7th, 1993 at Jennings, Parish of Jefferson Davis, State of Louisiana, the undersigned parties having affixed their signatures in the presence of me, Notary, and the undersigned witnesses, after due reading of the whole.

WITNESSES:

S.B.A. SHIPYARD, INC.

John J. W. Bertrand

BY:

Louis Smithall
LOUIS SMITHALL, President

Henry A. La Josse

LEEVAAC SHIPYARD, INC.

John J. W. Bertrand

BY:

W. F. Stokes
W. F. STOKES, President

Henry A. La Josse

Sharon C. Taylor
NOTARY PUBLIC

Jeff Davis Parish
Jennings, Louisiana

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STATE OF LOUISIANA
PARISH OF JEFFERSON DAVIS

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SALE AND MORTGAGE

Before the undersigned Notary Public, and in the presence of the undersigned witnesses, there appeared:

S B A Shipyards, Inc., a/k/a S.B.A. Shipyards, Inc., a Louisiana corporation, Tax Identification Number 72-0602084, whose present mailing address is P.O. Box 1386, Jennings, Louisiana 70546, appearing herein through Louis H. Smaihall, Jr., its president, duly authorized by resolutions of the Board of Directors annexed hereto; and Suzanne Smaihall Cornelius, whose social security number is 439-60-8989, married, full age of majority and whose mailing address is 6430 Buffalo Speedway, Houston, Texas 77005, appearing herein through her agent, Louis H. Smaihall, Jr., pursuant to the Power of Attorney (Contract of Mandate) annexed hereto; and Louis H. Smaihall, Jr., individually, whose social security number is 449-29-9622, married, of the full age of majority and whose mailing address is P. O. Box 1386, Jennings, Louisiana 70546; (hereinafter S B A Shipyard, Inc., Suzanne Smaihall Cornelius and Louis H. Smaihall, Jr., all referred to as "SELLER" and/or "MORTGAGEE");

who, for the price and on the terms and conditions hereafter expressed, does hereby grant, bargain, sell, convey, transfer, assign, set over and deliver, to:

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✓ LEEVAC Industries, L.L.C., a Louisiana limited liability company, whose Tax Identification Number is 72-1432353, and whose present mailing address is 20th Floor 1100 Poydras Street, New Orleans, Louisiana 70163; (hereinafter LEEVAC Shipyards, Inc. is referred to as "PURCHASER" and/or "MORTGAGOR");

the real property described below, with all its components parts, including all rights, ways, privileges, servitudes and appurtenances thereto belonging, and the equipment listed on Exhibit A annexed hereto, to have and to hold for PURCHASER, PURCHASER's heirs and assigns forever, and acknowledging delivery and possession thereof. The consideration for this sale is SIX HUNDRED FORTY-SIX THOUSAND and NO/100 (\$646,000.00) DOLLARS of which ONE HUNDRED FIFTY-THREE THOUSAND FOUR HUNDRED and NO/100 (\$153,400.00) DOLLARS is attributable to the real property described below and FOUR HUNDRED NINETY-TWO THOUSAND SIX HUNDRED and NO/100 (\$492,600.00) DOLLARS is attributable to the equipment listed on Exhibit A annexed hereto. The SELLER acknowledges receiving consideration in the form of: NINETEEN THOUSAND THREE HUNDRED FIFTY-EIGHT and 95/100 (\$19,358.95) DOLLARS, cash, and one Promissory note (hereinafter referred to as "note") dated of even date herewith, to the order of the Seller named above for the sum of SIX HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED THIRTY-TWO and 69/100 (\$629,332.69) DOLLARS with interest at the rate of five (5) per cent per annum from date until paid, payable at P.O. Box 1386, Jennings, Louisiana 70546 on the following terms: said note shall be payable in thirty-four (34) equal monthly installments of NINETEEN THOUSAND THREE HUNDRED FIFTY-EIGHT and 95/100 (\$19,358.95) DOLLARS, principal and interest, payable on the 26th day of each consecutive month, with the final payment on the 26th day of the 35th month in the amount of NINETEEN THOUSAND FOUR HUNDRED FORTY-SIX and 20/100 (\$19,446.20) DOLLARS, or until all principal and interest have been paid in full; which note, after being paraphed NE VARIETUR by an undersigned Notary for identification with this act, was delivered to MORTGAGEE who acknowledges receipt thereof.

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JEFFERSON DAVIS PARISH
Cancelled in full this 30 day of March
20 02 By virtue of the presentation to the
said Notary Note duly marked paid 301
LA 2-20-02 02 MDG 456 Ag
Kenneth K. Richard
Notary Public

To secure the punctual payment of the above described note at maturity, as well as all interest to accrue thereon, and to secure the payment of the fees of any lawyers employed to collect the same or any part thereof, (which lawyer's fees, however, are fixed at 25 percent on the amount claimed, and PURCHASER consents and agrees to pay and allow the same), PURCHASER specially mortgages, affects and hypothecates the above property in favor of the MORTGAGEE as well as of any future holder of said note, promising and binding himself and his heirs not to sell, alienate or encumber the property to the prejudice of this act or of the vendor's privilege and special mortgage hereby retained by MORTGAGEE and granted by PURCHASER, until the full payment of said note.

During the existence of this mortgage, MORTGAGEE may advance money for taxes, insurance premiums, special assessments on, repairs, additions and improvements to and maintenance of the property, provided that the aggregate of the balance of the original debt and the total of all such advances shall not exceed 200% of the original amount of said note. These advances shall bear interest at the same rate as the note, and shall be secured by the same vendor's privilege and mortgage securing the note.

MORTGAGOR further binds and obligates himself to perform every obligation or covenant contained in this mortgage including: (1) payment of said note or any amount due, or to become due, hereunder; (2) payment of taxes and assessments; (3) keeping insured against loss by casualty all buildings and improvements now existing, or hereafter erected, on the mortgaged property for an amount not less than the principal sum due hereunder, in companies acceptable to the holder of said note, and transferring and delivering the policies of such insurance and their renewals to MORTGAGEE; (4) not to incur any indebtedness by improvement of the property which will burden the property with a lien and privilege superior in rank to this mortgage, (5) and refraining from removing any part of the property covered by this mortgage. Default in any of the above shall, without the necessity of putting in default, automatically mature all unpaid amounts on the mortgage note identified herewith.

MORTGAGOR hereby confesses judgment in favor of MORTGAGEE, or any future holder of said note, up to the full amount of principal, interest and attorney fees and for any sums that MORTGAGEE may advance under this mortgage and agrees that, if the note or any installment thereon, if payable in installments, is not promptly paid when due, or if this contract is breached in any way by MORTGAGOR, or if MORTGAGOR becomes insolvent, or if bankruptcy proceedings are instituted by or against MORTGAGOR the note shall, at the option of the holder, become due and payable, and it shall be lawful for the holder of the note without making a demand and without notice or putting in default, to cause the property herein mortgaged to be seized and sold by executory process issued by any competent court or to proceed with enforcement of its mortgage in any other manner provided by law. MORTGAGOR expressly waives (a) the benefit of appraisalment as provided in LSA - C. C. P. Articles 2332, 2336, 2723 and 2724 and all other laws conferring the same; (b) the demand for payment and the delay of three days accorded by LSA - C. C. P. Articles 2639 and 2721; (c) the notice of seizure required by LSA - C. C. P. Articles 2293 and 2721; (d) the delay of three days accorded by LSA - C. C. P. Articles 2331 and 2722; and (e) the benefit of the other provisions of LSA - C. C. P. Articles 2331, 2722 and 2723 and the benefit of any other articles of the Louisiana Code of Civil Procedure or laws relating to the rights of appraisalment, notice or delay not specifically mentioned and MORTGAGOR expressly agrees to the immediate seizure of the property in the event of suit hereon and consents to the property being sold, with or without appraisalment, to the highest bidder for cash.

MORTGAGEE may at any time, without notice, release all or a part of the mortgaged premises from the lien of this mortgage, defer the payment of any indebtedness secured hereby, or release from liability any one or more parties who are or have become liable for the payment of the indebtedness secured hereby without affecting the personal liability of any

other party liable for the payment of any of the indebtedness secured by the mortgage.

MORTGAGOR and each of them waives and abandons any and all homestead exemptions to which MORTGAGOR may be entitled on the property herein mortgaged in favor of MORTGAGEE or any future holder of said note.

SELLER declared that all taxes and assessments levied against the property and falling due on or before this date have been paid and Appraisers agree that any such falling due hereafter shall be paid by PURCHASER.

SELLER warrants the title to the herein described property but excepts from said warranty all matters of public record creating (1) mineral leases or reservations, (2) land use restrictions, or (3) servitudes. SELLER transfers and subrogates to PURCHASER all rights and actions of warranty which SELLER has against prior owners. The parties acknowledge that unless otherwise separately certified in writing, no title examination of said property has been performed by any undersigned Notary.

The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

The property sold and mortgaged hereby is described as follows:

Begin at a point located S00°10'00"E a distance of 1096.50 feet and N63°20'00"E a distance of 767.30 feet from the most northwesterly corner of Section 19, Township 10 South, Range 2 West;

Thence N63°20'00"E a distance of 254.69 feet± to the mean low water line of the Mermentau River;

Thence N88°23'31"E along the southerly bank of the Mermentau River a distance of 150.44 feet;

Thence S75°36'58"E a distance of 375.29 feet;

Thence S83°32'51"E a distance of 196.19 feet;

Thence S75°14'09"E a distance of 150.68 feet;

Thence N89°35'59"E a distance of 336.61 feet;

Thence S71°42'06"E a distance of 114.14 feet;

Thence S62°28'02"E a distance of 157.43 feet;

Thence S37°24'16"E a distance of 378.27 feet;

Thence S35°04'54"E a distance of 50.72 feet;

Thence S27°09'23"E a distance of 311.32 feet to a point;

Thence leaving the Mermentau River S84°57'34"W a distance of 976.29 feet±;

Thence S08°18'14"E a distance of 45.80 feet;

Thence S86°50'21"W a distance of 352.30 feet;

Thence N00°10'00"W a distance of 454.84 feet;

Thence S85°47'25"W a distance of 577.41 feet;

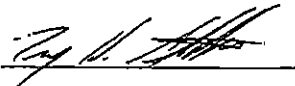
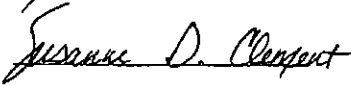
Thence N18°50'10"W a distance of 535.60 feet to the Point of Beginning.

Being the same property acquired by:

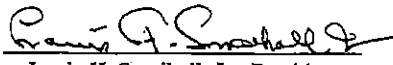
S B A Shipyards, Inc., a/k/a S.B.A. Shipyards, Inc., a Louisiana corporation, (an undivided one-half interest) which acquired said interest from Ethel Patout Bowman, et al, by act filed September 21, 1982, in COB 538, folio 755; and Suzanne Smaihall Cornelius, who acquired said interest by Judgment of Possession in the Succession of Mamiana Joiner Smaihall, 31st JDC Proceedings No. P-24-71, filed December 7, 1971, in COB 362, folio 590, and Louis H. Smaihall, Jr., who acquired by purchase from Josephine C. Heywood, by act filed in COB 283, folio 135, and further acquired by purchase from Josephine Corboline Heywood, et al, by act filed March 18, 1966, in COB 294, folio 150, and further acquired by Judgment of Possession in the Succession of Mamiana Joiner Smaihall, 31st JDC Proceedings No. P-24-71, filed December 7, 1971, in COB 362, folio 590.

Thus done and signed on March 26th, 1999 at Jennings, Jefferson Davis Parish, Louisiana, in the presence of the undersigned Notary Public and witnesses, who have signed with the parties after due reading of the whole.

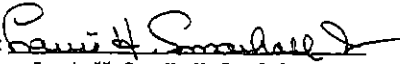
WITNESSES:

S B A SHIPYARDS, INC., a/k/a
S.B.A. SHIPYARDS, INC., Seller

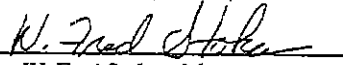
By: 
Louis H. Smaihall, Jr., President

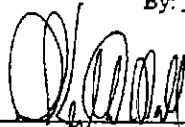
SUZANNE SMAIHALL CORNELIUS,
Seller

By: 
Louis H. Smaihall, Jr., Seller
Agent and Attorney In Fact


LOUIS H. SMAIHALL, JR.

LEEVAC Industries, L.L.C., Purchaser

By: 
W. Fred Stokes, Manager


NOTARY PUBLIC